

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Southwest Central Emergency Telephone)	
System Board)	
)	
vs-)	
)	
DuPage County Emergency Telephone)	ICC No. 05-0055
System Board)	
)	
Dispute regarding U.S. Postal Zip Codes)	
60514 and 60527 pursuant to the Wireless)	
Emergency Telephone Safety Act (50ILCS751))	

SOUTHWEST CENTRAL 9-1-1 SYSTEM EMERGENCY
TELEPHONE SYSTEM BOARD'S REPLY BRIEF

Ronald F. Neville
NEVILLE & MAHONEY
221 N. LaSalle Street
Suite 2100
Chicago, Illinois 60601
312-236-2100

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ARGUMENT

Now comes Southwest Central 9-1-1 System Emergency Telephone System Board (“SWC911 ETSB”), by its attorneys, Neville and Mahoney, and in reply to the initial briefs of DuPage County Emergency Telephone System Board (“DuPage ETSB”) and the Staff of the Illinois Commerce Commission (“Staff”) states as follows:

Initially, SWC911 ETSB points out that DuPage ETSB refers to itself in its initial brief as the “Respondent” and to SWC911 ETSB as the “Petitioner.” This nomenclature suggests a burden of proof or persuasion on the part of SWC911 ETSB which does not exist in this case. Both parties filed a Request for Dispute Resolution in this cause and the disposition of those Requests depends on Judge Hilliard’s findings of fact, an interpretation of the relevant statutes, and an application of the facts to those statutes.

Staff at pages 11-15 of its brief and DuPage ETSB at pages 9-11 of its brief argue no “overlapping jurisdiction” exists in this case. Both analyses are flawed.

At the outset, Staff has misconstrued the facts. On page 8, Staff asserts Southwest Central Dispatch (“SWCD”) “...undertakes the day to day operations of ...(SWC911 ETSB’s) 9-1-1 System, shares premises, equipment, and its name with SWC911 ETSB. Staff also writes, “Further, there are so-called “contract members” of Southwest Central Dispatch, which are not members of SWC. Tr. at 162-63. In fact, the Villages of Willowbrook and Clarendon Hills are “contract members” of Southwest Central Dispatch, and also members of DuPage.”

The evidence demonstrates that SWCD and SWC911 have two separate and distinct names, i.e., Southwest Central Dispatch and Southwest Central 9-1-1 System. While SWC911 ETSB does sublease a portion of SWCD’s leased premises and pay SWCD for the use of its equipment and employees, SWC911 ETSB operates and controls the dispatching of all wireline and wireless 911 calls. (R. 211-213, 240). In addition, the evidence reveals the Villages of Willowbrook (“Willowbrook”) and Clarendon Hills (“Clarendon Hills”) are members (not contract members) of SWCD and contract members of SWC911 ETSB. On page 14 of their brief, Staff states:

“While there is no question that Southwest Central Dispatch is providing dispatch services for the disputed zip codes, the parties appear to agree that this is done pursuant to an intergovernmental agreement, as clearly set forth in the two entities’ wireless 9-1-1 plans filed with the Commission.”

First of all, SWC911 ETSB, and not SWCD, provide the wireless dispatching for the Willowbrook and Clarendon Hills in the disputed zip codes, and, secondly, no written intergovernmental agreement between SWC911 ETSB and DuPage ETSB exists with regard to 911 wireless calls. Certainly, no one testified to the existence of such a contract and, in fact, the

record reflects the opposite. SWC911 ETSB filed its Position Statement in this case on October 18, 2005. Exhibit A of that Position Statement contained SWC911 ETSB's position letter dated June 20, 2002, addressed to Steve Wieland of the Illinois Department of Central Management Services. Footnote 2 on page 2 of the position letter states:

“Currently, all wireless 911 calls originating within the geographical borders of Willowbrook and Clarendon Hills are received by the DuPage County Sheriff and thereafter routed to SWC911 ETSB for dispatching. DuPage ETSB seeks to amend the existing contract between it and SWC911 under which SWC911 ETSB directly receives and dispatches all wireline 911 calls originating within the geographical borders of Willowbrook and Clarendon Hills with the wireless addendum attached as Exhibit 9 (to Exhibit A). SWC911 ETSB will not agree to the wireless addendum for many reasons, including but not limited to, the addendum's provisions regarding the distribution of wireless surcharge funds and precluding SWC911 ETSB from directly receiving the wireless 911 calls from Willowbrook and Clarendon Hills.”

The existing contract referenced in the quote above is SWC911 ETSB's Ex. 11 introduced into evidence at the hearing. The wireless plans of both SWC911 ETSB and DuPage ETSB refer to the wireline contract (Ex. 11), but such a reference does not support Staff's conclusion a written agreement between the two ETSB's regarding wireline exists, or that the parties, “...intended to deal with wireless traffic in the wireline agreement.” (Staff brief, p. 15, note 3)

Next, Staff admits the Wireless Emergency Telephone System Act (“WETSA”) does not explicitly support its conclusion that DuPage ETSB is entitled to the wireless surcharge grants, but says the, “far and away...best reading of the statute” indicates that WETSA intended an ETSB to make all expenditures of surcharge funds, just as required by the Emergency Telephone System Act (“ETSA”). (Staff brief, p. 12) But Staff agrees SWC911 ETSB is an emergency telephone system board (Staff brief, p. 6) and thus Staff's “best reading” of WETSA is satisfied if SWC911 ETSB receives and makes expenditures of the wireless surcharge funds.

Staff and DuPage ETSB claim no “overlapping jurisdiction” exists for different reasons. DuPage ETSB argues that due to DuPage County’s referendum, and Willowbrook’s and Clarendon Hill’s lack of one, no overlapping jurisdiction exists (“...’overlapping jurisdiction’ can occur only between units of local government that are authorized to impose a surcharge and appoint an ETSB.” DuPage ETSB brief, p. 10) Staff on the other hand finds no overlapping jurisdiction because,”the General Assembly specifically gave ETSBs what is effectively a ‘right of first refusal’ to provide wireless 9-1-1 service in their own jurisdictions,” and DuPage ETSB exercised this right when it notified the Chief Clerk of its intention to provide wireless service within its boundaries.” (Staff brief, p. 13).

Both of these arguments ignore the fact DuPage ETSB voluntarily relinquished its “jurisdiction” and right to provide wireless telephone service to Willowbrook and Clarendon Hills when it and SWC911 ETSB filed their respective wireless plans and both stated that SWC911 ETSB, not DuPage ETSB, would dispatch all 9-1-1 wireless call originating within Willowbrook and Clarendon Hills. DuPage ETSB may have said it intended to dispatch the wireless calls as Staff argues, but the evidence shows DuPage does not dispatch the wireless 911 calls emanating from Willowbrook and Clarendon Hills after Staff approved SWC911 ETSB wireless plan. These circumstances are not in conflict with the DuPage County Referendum inasmuch as DuPage ETSB has ensured that 911 wireline and wireless telephone service is provided to Willowbrook and Clarendon Hills, and can always take the necessary action to regain the authority to receive and dispatch wireline and wireless 911 calls originating from Willowbrook and Clarendon Hills. DuPage ETSB relies on Section 14 of ETSA to define the word “jurisdiction” (DuPage ETSB brief, p. 10), but the word “jurisdiction” in section 14 plainly

denotes to a public agency's "geographical boundaries" and not the scope of its authority. In the end, neither Staff's nor DuPage ETSB's positions regarding "overlapping jurisdiction" overcome the authority and arguments advanced in SWC911 ETSB's initial brief which confirm the existence of "overlapping jurisdiction" within the meaning of Section 25 of WETSA. In the present case, SWC911 has "jurisdiction" or "authority" to provide 911 wireless services to Willowbrook and Clarendon Hills.

Staff's initial brief relies primarily on its "overlapping jurisdiction" argument and does not address any other issues raised by SWC911 ETSB or DuPage ETSB in their respective initial briefs except one. That single additional issue is set out on page 17 wherein Staff asserts no evidence exists illustrating the delays in dispatching wireless calls occasioned by having Willowbrook's and Clarendon Hills' wireless 911 calls unnecessarily routed to the DuPage County Sheriff who immediately routes the calls to SWC911 ETSB have ever affected public safety. Staff's position is contradicted by the evidence and common sense. All witnesses who addressed the issue agreed speed is critical when responding to a 911 emergency. (R 295-298, 371) The existing procedure requires the 911 caller to explain the nature and location of the emergency twice - once to the Sheriff's telecommunicator and then again to SWC911 ETSB's telecommunicator. (R. 369-371) This unnecessary delay constitutes a significant safety issue because it deprives citizens of care at the earliest possible time. Also, the potential for dropped and lost calls was higher using the unnecessary and ill-advised method of routing wireless calls first to the Sheriff (R. 295-298). To perfunctorily assert that these circumstances do not negatively affect public safety and injured victims is unrealistic.

SWC911 ETSB's reply to DuPage ETSB's remaining issues is set out below.

On page 2 of its brief, DuPage ETSB incorrectly asserts SWC911 ETSB's By-Laws require its Board to have only three Directors. In fact, the By-laws require the Board to, "...consist of not fewer than five members and shall have among its Board of Directors at least three members who are representative of the members' police and fire departments/districts so that the System Board is in compliance with 50 ILCS 750/15.4 (a), as amended." (SWC911 ETSB Ex. 4, Article III, para A, page 2)

Also on page 2, DuPage ETSB states, "SWCD provides a public safety telecommunications system to SWC911 pursuant to contract." If this comment is intended to mean that SWCD and not SWC911 ETSB actually performs the 911 dispatching, DuPage ETSB is incorrect. The evidence demonstrates that SWC911 ETSB owns its own telephone equipment and pays for the use of SWCD's equipment and personnel in operating its enhanced 911 system. SWC911 ETSB provides all wireline and wireless telephone service and completely controls manner of dispatching. (R. 211-213, 240)

DuPage ETSB also misdefines the term "contract member." A "contract member" of SWC911 ETSB must be a member of SWCD and is not a member of SWC911 ETSB, but sits on SWC911 ETSB's Board on a rotational basis. Willowbrook and Clarendon Hills are contract members of SWC911 ETSB. (R. 208-216, 237, 262, 289)

On page 4 of its brief, DuPage admits a two-step procedure is required by Section 25 of WETSA, i.e. a determination that overlapping jurisdiction exists, and, if so, the distribution of the wireless surcharge funds must be, "based upon reference to an official MSAG to the emergency telephone system board.... whose public service answering points provide wireless

9-1-1 service in that area. For the reasons expressed above, overlapping jurisdiction exists in this case with regard to Willowbrook and Clarendon Hills, and, unquestionably, SWC911 ETSB, a public service answering point, provides wireless 9-1-1 service to Willowbrook and Clarendon Hills. SWC911 ETSB maintains the procedure in which the DuPage Sheriff unnecessarily receives the wireless call which is immediately routed to SWC911 ETSB for dispatching does not satisfy Section 25's requirement that the ETSB which is to receive surcharge grants, "provide wireless 9-1-1 service in that (Willowbrook's and Clarendon Hills') area."

On pages 5-8 of its brief, DuPage again advances the argument that because Willowbrook and Clarendon Hills are members of it and not SWC911 ETSB, they are the only ETSB which can receive surcharge funds collected from those two communities. But the provisions of Section 25 fail to support his argument. Section 25 looks to the ETSB (or qualified public entity) which provides the wireless 911 service. The Village of Burr Ridge ("Burr Ridge") is not a member of SWC911 ETSB, but SWC911 receives the surcharge funds attributable to Burr Ridge because SWC911 ETSB provides wireless 911 service to Burr Ridge. The fact Willowbrook and Clarendon Hills did not pass a referendum is irrelevant; Section 25 asks which ETSB is providing the wireless 911 service. Everyone admits, as they must, that SWC911 ETSB is an ETSB, and Section 25 says the ETSB which is *providing the wireless 911 service* is entitled to the surcharge funds. The ETSB which provides the wireless 911 service to a particular area is the "appropriate" ETSB to receive the surcharge funds.

DuPage ETSB insists, pursuant to 50 ILCS 750/10.2, that because it had an initial obligation to provide 911 wireline telephone service to Willowbrook and Clarendon Hills, it could never lose the authority to do so. But the facts are otherwise. DuPage ETSB relinquished

that authority when it entered into a contract with SWC911 ETSB and filed a wireline plan with the ICC resulting in an ICC order of authority stating SWC911 ETSB was solely responsible for receiving and dispatching all wireline 911 calls to Willowbrook and Clarendon Hills. Nothing in Section 10.2 forbids the relinquishment of DuPage ETSB's initial obligations and authority. The fact the contract can be terminated is immaterial. If and when that occurs, DuPage ETSB may then again become responsible for Willowbrook's and Clarendon Hill's wireline dispatching. Also, despite DuPage ETSB's claim to the contrary on page 12 of its brief, a simple termination of the contract would be ineffective with regard to receiving and dispatching wireline 911 calls from Willowbrook and Clarendon Hills inasmuch as DuPage ETSB would have to obtain an order of authority from the ICC before it could receive and dispatch wireline 911 calls for those Villages.

On page 9 of its brief, SWC911 ETSB states that it would be improper for the ICC to determine SWC911 ETSB was the "appropriate" ETSB to receive the surcharge funds pertaining to Willowbrook and Clarendon Hills because if it did so the ICC, "...would be allowing Willowbrook and Clarendon Hills the power to appoint an ETSB without the requirement of having had a successful referendum. This sophistic argument fails because Section 25 does not concern itself with membership in a particular ETSB, but which ETSB is providing the wireless 911 service to the area in question. Willowbrook and Clarendon Hills are not deciding which ETSB is to receive the wireless surcharge grants. That decision was the result of the parties' respective wireless plans and the facts, i.e. SWC911 ETSB provides the wireless 911 service to Willowbrook and Clarendon Hills. The same reasoning applies to DuPage ETSB's

contention on page 10 of its brief that the subject zip codes are located within the geographical boundaries of DuPage County which is the same territory encompassed by the DuPage County referendum. No language is contained in Section 25 which supports DuPage ETSB's view. Section 25 says the ETSB which provides the wireless 911 service, in this case SWC911 ETSB, is entitled to the wireless surcharge grants.

On page 11 of its brief, DuPage ETSB argues that SWC911 ETSB Ex. 11, the wireline contract between the parties, states that DuPage ETSB "...does not relinquish jurisdiction..." of Willowbrook and Clarendon Hills. A reading of the contract reveals no such language. On pages 11 and 12 of its brief, DuPage ETSB maintains that by entering into a contract with it, SWC911 ETSB concedes DuPage ETSB had the statutory responsibility to provide wireline services to WB and CH. SWC911 ETSB has consistently stated that DuPage ETSB had initial authority to provide wireline 911 telephone service to Willowbrook and Clarendon Hills, but relinquished that authority when it entered into SWC911 ETSB Ex. 11, filed its wireline plan with the ICC, and the ICC entered the orders of authority introduced into evidence.

On pages 12-13 of its brief, DuPage ETSB advances the unmeritorious argument that only it was entitled to file a wireless plan declaring how wireless 9-1-1 telephone service would be provided to Willowbrook and Clarendon Hills. Understandably, DuPage ETSB cites no authority for this proposition which is contradicted by the fact Staff found SWC911 ETSB's wireless plan to be in accordance with applicable regulations.

DuPage ETSB makes the fallacious argument on pages 14-17 of its brief that even if overlapping jurisdiction does exist, DuPage ETSB is still entitled to the subject surcharge funds because Willowbrook and Clarendon Hills are in DuPage ETSB's MSAG, In response,

SWC911 ETSB relies on the arguments advanced in its initial brief at pages 65-67 wherein SWC911 ETSB established it owned and controlled the MSAG which included Willowbrook and Clarendon Hills, as well as the ESNs which designated Willowbrook and Clarendon Hills and improperly removed from SWC911 ETSB's MSAG by DuPage ETSB.

DuPage ETSB's argument SWC911 ETSB did not file an MSAG in these proceedings is equally incredulous. In response SWC911 ETSB relies on the evidence outlined on page 56 of its initial brief indicating it did in fact file its MSAG which cannot be located by ICC Staff and, therefore, the ICC must resolve the dispute based on the evidence at the hearing. 83 Ill. Adm. Code, Section 729.600 a) (R. 145-147, 233, 490-491).

On page 16 of its brief, DuPage ETSB takes comfort in the assertion SWC911 ETSB did nothing to attempt to correct DuPage ETSB wrongful conversion of the subject ESNs from SWC911 ETSB's MSAG which it argues amounts to an implicit acknowledgment that the ESNs are properly placed. The record will reflect that SWC911 ETSB repeatedly stated during the pendency of this proceeding that it objected to DuPage ETSB's wrongful seizure of Willowbrook's and Clarendon Hills' ESNs from its MSAG and would wait for the outcome of these proceedings to take affirmative action regarding the ESNs.

On pages 16 and 17 of its brief, DuPage ETSB argues the ICC may only look to DuPage ETSB's current MSAG to resolve the dispute. Logic dictates that because the subject surcharge funds were collected from approximately 2001 to the present, the MSAG the ICC should consider was the one in existence during that time period and not the MSAG manufactured by DuPage ETSB for these proceedings.

On pages 17 through 19 of its brief, DuPage ETSB says it is the only ETSB with a PSAP providing wireless 911 dispatching service to Willowbrook and Clarendon Hills. As previously argued, all the DuPage County Sheriff does is receive 911 wireless calls from Willowbrook and Clarendon Hills and transfer those calls to SWC911 ETSB for dispatching. Such conduct hardly constitutes providing wireless service to Willowbrook and Clarendon Hills as required by Section 25 of WETSA to be entitled to wireless surcharge funds.

At page 19 of its brief, DuPage argues that Gasparin's letter merely states SWC911 ETSB was an "Authorized Wireless 9-1-1 Answering Point," which is defined as "...an emergency telephone system board or qualified governmental entity that has notified the Chief Clerk of the ICC and the Department of State Police of its intent to be a wireless 9-1-1 answering point..." 83 Ill. Adm. Code 728.105. DuPage ETSB goes on to say that, "The mere fact that an entity, such as SWC911 ETSB, has been designated an authorized wireless answering point does not lead to the determination that such an entity is, in fact, a PSAP." But, what such a designation does make clear is that SWC911 ETSB was the entity designated to provide wireless 911 service to Willowbrook and Clarendon Hills which satisfies the requirements of Section 25 and compels the conclusion that SWC911 ETSB should receive the surcharge grants attributable to Willowbrook and Clarendon Hills. The same logic applies to DuPage ETSB's argument on page 20 of its brief wherein it asserts that because SWC911 ETSB is not the initial answering location for 911 wireless calls from Willowbrook and Clarendon Hills, its status as a wireline PSAP is irrelevant. Again, SWC911 ETSB and not DuPage ETSB provides the 911 wireline service to Willowbrook and Clarendon Hills contemplated by Section 25 of WETSA.

Finally, assuming, *arguendo*, that DuPage ETSB is the appropriate ETSB to receive the wireless surcharge grants attributable to Willowbrook and Clarendon Hills, then, pursuant to 50 ILCS 15(b) and other authority, the vast majority of those surcharge funds should be paid to SWC911 ETSB. Clearly, SWC911 ETSB has performed all the work, except receiving the 911 call, in providing the dispatching for all wireless 911 calls originating within Willowbrook and Clarendon Hills. Section 15 (b) states, “...two or more emergency telephone system boards or qualified units of local government may, by virtue of an intergovernmental agreement, provide wireless 9-1-1 service. Certainly if the ICC finds that DuPage ETSB is entitled to the surcharge funds, it must also find, in accordance with the record evidence, either an implied or constructive intergovernmental contract between DuPage ETSB and SWC911 ETSB existed because DuPage ETSB has never objected to or attempted to prevent SWC911 ETSB from providing all of the dispatching for wireless 911 calls emanating from Willowbrook and Clarendon Hills, *Owen Wagener & Co. v. Bank*, 297 Ill.App3d 1045, 232 Ill. Dec. 160, 165, 697 N.E.2d 902, 907, or a valid claim based on *quantum meruit*. *Canel and Hale Ltd. v. Tobin*, 304 Ill. App3d 906, 238 Ill. Dec. 64, 71 710 N.E.2d 861.868. A serious injustice and unjust enrichment on DuPage ETSB’s part would result if the surcharge funds attributable to Clarendon Hills and Willowbrook were not apportioned by the ICC in relation to the work performed by DuPage ETSB, which only received and transferred the calls, and SWC911 ETSB, which handled all the dispatching of emergency vehicles and personnel to handle each emergency.

For all the reasons stated herein, the ICC must distribute to SWC911 ETSB 70 per cent of the wireless surcharge funds deposited and to be deposited in the WSEF from Zip Code 60527, which represents the wireless surcharge funds collected and to be collected from Willowbrook

and Burr Ridge. Also, the ICC must distribute to SWC911 ETSB 85 per cent of the wireless surcharge funds deposited and to be deposited in the WSEF from Zip Code 60514 representing the wireless surcharge funds collected and to be collected from Clarendon Hills. These wireless funds must be distributed directly to SWC911 ETSB and not first to DuPage ETSB to be transferred by DuPage ETSB to SWC911 ETSB. Next, the ICC should order DuPage ETSB and SBC to replace ESNs 230, 344, and 345 into SWC911 ETSB's MSAG. In the event the ICC determines that DuPage ETSB is the appropriate ETSB to receive the wireless surcharge grants attributable to Willowbrook and Clarendon Hills, then, pursuant to 50 ILCS 15(b) and other authority, the vast majority of those surcharge funds should be paid to SWC911 ETSB. Finally, SWC911 ETSB asks that the ICC grant SWC911 ETSB all other relief the ICC determines would be just and equitable.

With respect to this determination, SWC911 ETSB requests that the Commission make the following findings of fact and conclusions of law:

The Commission hereby finds that:

No controversy exists with regard to the surcharge grant funds attributable to the Village of Burr Ridge ("Burr Ridge") which the parties agree should be paid to Southwest Central 9-1-1 System Emergency Telephone System Board ("SWC911 ETSB")

Overlapping jurisdiction exists pertaining to the Village of Willowbrook ("Willowbrook") and the Village of Clarendon Hills ("Clarendon Hills") with the meaning of Section 25 of the Wireless Emergency Telephone System Act ("WETSA");

SWC911 ETSB provides wireless 9-1-1 service to the Villages of Willowbrook and Clarendon Hills within the meaning of Section 25 of WETSA;

At all relevant times, the Willowbrook and Clarendon Hills were contained in SWC911 ETSB's Master Street Address Guide as were the Emergency Service Numbers which designate those two Villages;

DuPage Emergency Telephone System Board (“DuPage ETSB”) improperly removed emergency service numbers 230, 344, and 345 from SWC911 ETSB’s MSAG.

SWC911 ETSB is the lawful and proper emergency telephone system board to receive surcharge grants from the Wireless Service Emergency Fund for the disputed portions of Zip Codes 60514 and 60527 and, accordingly,

SWC911 ETSB is entitled to receive grants from the Wireless Service Emergency Fund as follows:

- a. 31 percent of the surcharge funds collected from Zip Code 60527 representing the surcharge funds attributable to Burr Ridge;
- b. An additional 39 percent of the surcharge funds collected from Zip Code 60527 representing the surcharge funds attributable to Willowbrook; and
- c. 85 percent of the of the surcharge funds collected from Zip Code 60514 representing the surcharge funds attributable to Clarendon Hills.

DuPage County Emergency Telephone System Board (“DuPage ETSB”) is entitled to receive grants from the Wireless Service Emergency Fund as follows:

- a. 30 percent of the surcharge funds collected from Zip Code 60527; and
- b. 15 percent of the surcharge funds collected from Zip Code 60514.

The Illinois Commerce Commission Staff should be directed to disburse the disputed surcharge funds to SWC911 ETSB and DuPage ETSB as set forth above.

IT IS HEREBY ORDERED THAT:

SWC911 ETSB is entitled to receive grants from the Wireless Service Emergency Fund as follows:

- a. 31 percent of the surcharge funds collected from Zip Code 60527 representing the surcharge funds attributable to Burr Ridge;
- b. An additional 39 percent of the surcharge funds collected from Zip Code 60527 representing the surcharge funds attributable to Willowbrook; and
- c. 85 percent of the of the surcharge funds collected from Zip Code 60514 representing the surcharge funds attributable to Clarendon Hills.

DuPage County Emergency Telephone System Board (“DuPage ETSB”) is entitled to receive grants from the Wireless Service Emergency Fund as follows:

- a. 30 percent of the surcharge funds collected from Zip Code 60527; and
- b. 15 percent of the surcharge funds collected from Zip Code 60514.

The Illinois Commerce Commission Staff is directed to disburse the disputed surcharge funds to SWC911 ETSB and DuPage ETSB as set forth above.

DuPage ETSB should be directed to return emergency service numbers 230, 344, and 345 to SWC911 ETSB’s MSAG.

Alternatively, in the event the Commission determines that DuPage ETSB is entitled to the disputed surcharge funds from Zip Code 60527 and Zip Code 60514, the Commission should include in its order a requirement that DuPage ETSB pay ninety-five (95) percent of those surcharge funds to SWC911 ETSB to compensate SWC911 ETSB for the dispatching the wireless 911 calls to Willowbrook and Clarendon Hills from approximately 2001 to the present.

Wherefore, SWC911 ETSB respectfully requests that its recommendations be adopted in their entirety consistent with the arguments and authority set forth herein and in its initial brief.

Respectively submitted,

Ronald F. Neville
Attorney for SWC911 ETSB

RONALD F. NEVILLE
NEVILLE & MAHONEY
221 North LaSalle Street
Suite 2100
Chicago, Illinois 60601
312-236-2100